



LEGAL SERVICES TERMS AND CONDITIONS

Version 1.0

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These Legal Services Terms and Conditions (hereinafter – the “**Terms**”) have been developed by **LEXSILENT SIA**, registration No. 40203725626, registered office: Pasta iela 38–22, Jelgava, LV-3001, email: info@lexsilent.lv (hereinafter – the “**Service Provider**”).

A person who orders the Service via the Platform (hereinafter – the “**Client**”) confirms that they have read these Terms and agree to them in full.

These Terms set out the procedure under which the Service Provider provides legal services to the Client via the website www.lexsilent.lv, unless a separate written contract for the provision of the relevant services has been concluded between the Service Provider and the Client (hereinafter together – the “**Parties**”, and individually – a “**Party**”).

1. DEFINITIONS

In these Terms, the following terms shall have the following meanings:

“**Platform**” – the online platform for the provision of legal services at www.lexsilent.lv, where the Service Provider offers Clients the opportunity to purchase legal services.

“**Service**” or “**Legal Service**” – a specific legal service (product), the indicative description, performance term, and price of which are specified on the Platform. The specific scope, price, and performance term of the Service shall be determined in the Offer sent electronically by the Service Provider to the Client.

“**Offer**” – an offer prepared by the Service Provider and sent electronically to the Client to provide a specific Legal Service, indicating the description of the service, price, and performance term. The Offer shall be deemed accepted by the Client upon payment in accordance with the invoice issued by the Service Provider.

“**Consumer**” – a Client who is a natural person and purchases the Service for a purpose which is not related to their economic or professional activity within the meaning of the Consumer Rights Protection Law.

“**Work Product**” – a document, opinion, consultation, or other material prepared by the Service Provider and delivered to the Client within the scope of the Service.

“**Contract**” – a legal services agreement between the Service Provider and the Client, which shall be deemed concluded at the moment when the Client has accepted the Offer sent by the Service Provider and the Service Provider has received the advance payment or full payment for the Service made by the Client.

2. SUBJECT OF THE TERMS

- 2.1. The Service Provider undertakes to provide the Client with the Legal Service in accordance with the service description and performance terms specified in the Offer, and the Client undertakes to accept and pay for the Service.
- 2.2. The service description and performance term indicated on the Platform for the relevant Service are indicative. The specific content of the Service, performance term, and other essential terms shall be determined in the Offer sent by the Service Provider to the Client.
- 2.3. The Service Provider provides the Service only within the scope specified in the Offer. Any additional services exceeding the scope set out in the Offer shall be provided only on

the basis of a separate written contract between the Parties, which may also be concluded electronically, including by email.

- 2.4. The Client accepts the Offer by making an advance payment or full payment for the Service in accordance with the invoice issued by the Service Provider. The Contract between the Service Provider and the Client shall be deemed concluded at the moment the Service Provider has received the respective payment.

3. SERVICE PRICE AND PAYMENT TERMS

- 3.1. The price of the Service is specified in the Offer sent by the Service Provider to the Client (hereinafter – the “**Price**”). The price indicated on the Platform for the relevant Service is indicative. The Price is stated in euros (EUR) and includes all applicable taxes, unless otherwise specified in the Offer. If the Service Provider is a value-added tax (VAT) payer, VAT shall be indicated separately.
- 3.2. The Client shall pay for the Service in accordance with the invoice issued by the Service Provider, using the payment method specified in the invoice. Payment for the Service shall be made prior to the commencement of the provision of the Service (prepayment), unless otherwise specified in the Offer.
- 3.3. The Service Provider shall issue the Client with an invoice or a tax invoice for the provided Service in accordance with the requirements of the laws and regulations of the Republic of Latvia.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. Obligations of the Service Provider:

- 4.1.1. to provide the Service professionally, in good faith, and in accordance with the service description specified in the Offer, in compliance with the requirements of the laws and regulations of the Republic of Latvia and the ethical standards of the legal profession;
- 4.1.2. to comply with the performance deadlines specified in the Offer and to deliver the Work Product to the Client within the agreed time;
- 4.1.3. to promptly inform the Client of any circumstances that may affect the performance term or quality of the Service;
- 4.1.4. to ensure the confidentiality of the information provided by the Client in accordance with Section 7 of these Terms and the applicable laws and regulations.

4.2. Obligations of the Client:

- 4.2.1. to provide the Service Provider in a timely manner with all information and documents necessary for the provision of the Service, ensuring their accuracy and completeness;
- 4.2.2. to pay for the Service in accordance with the procedure and within the time limits specified in the Offer;
- 4.2.3. to cooperate with the Service Provider and provide the necessary information and support for the proper performance of the Service;
- 4.2.4. to accept the Work Product in accordance with the procedure set out in the Terms.

5. DELIVERY AND ACCEPTANCE OF THE WORK PRODUCT

- 5.1. The Service Provider shall deliver the Work Product to the Client electronically via the Platform or through a communication channel agreed by the Parties, within the time specified in the Offer.
- 5.2. The Client shall review the Work Product within 5 (five) business days from the moment of its receipt. If the Client has not submitted substantiated objections within this period, the Work Product shall be deemed accepted without objections.
- 5.3. If the Client has substantiated objections regarding the compliance of the Work Product with the scope of the Service specified in the Offer, the Client shall submit such objections

to the Service Provider in writing. The Service Provider shall remedy the identified deficiencies within a reasonable time without additional charge, to the extent that the objections relate to the scope of the Service specified in the Offer.

- 5.4. The Client shall have the right to submit substantiated objections regarding the Work Product only to the extent that such objections relate to the scope of the Service specified in the Offer.
- 5.5. If the Client requests changes or additions that exceed the scope of the Service specified in the Offer, such work shall be considered an additional service and may be provided only upon a separate written agreement between the Parties, which may also be concluded electronically, including by email.

6. LIABILITY

- 6.1. The Service Provider shall be liable for losses incurred by the Client due to the fault of the Service Provider in improperly performing the Service, to the extent that such losses are in direct causal connection with the actions or omissions of the Service Provider. The total liability of the Service Provider under these Terms shall not exceed the Price paid by the Client for the relevant Service, or, in cases where the Service is provided for a periodic fee, the fees paid by the Client for the last 12 (twelve) months, except where such limitation is not permitted under applicable laws and regulations.
- 6.2. The Client shall be responsible for the accuracy and completeness of the information and documents provided to the Service Provider. The Service Provider shall not be liable for deficiencies in the Work Product or for consequences arising from inaccurate or incomplete information provided by the Client.
- 6.3. Neither Party shall be liable for indirect, consequential, or incidental losses, including loss of profit.
- 6.4. Neither Party shall be liable for failure to perform or improper performance of obligations under these Terms if such failure is caused by force majeure circumstances.
- 6.5. For the purposes of these Terms, force majeure shall mean extraordinary and unavoidable circumstances beyond the reasonable control of a Party, which the Party could not foresee or prevent, including, but not limited to: natural disasters (floods, earthquakes, storms), epidemics or pandemics, acts of war, terrorist acts, strikes, laws or orders adopted by state or municipal authorities that prohibit or materially restrict the performance of the Contract, as well as significant and prolonged disruptions of electricity, telecommunications or internet services.
- 6.6. The Party affected by force majeure circumstances shall promptly, but no later than within 5 (five) business days from the occurrence of such circumstances, notify the other Party in writing of the occurrence of the force majeure circumstances, their nature, and the expected duration.

7. CONFIDENTIALITY

- 7.1. Each Party undertakes not to disclose to third parties any information that it has directly or indirectly obtained in connection with the performance of these Terms or the provision of the Service and that is not publicly available (hereinafter – “**Confidential Information**”) without the prior written consent of the other Party, except where disclosure of such information is required under applicable laws and regulations or upon request of a competent authority.
- 7.2. The Service Provider shall be entitled to disclose Confidential Information to its cooperation partners or engaged specialists with appropriate professional qualifications to the extent necessary for the provision of the Service. The Service Provider shall ensure that such persons comply with the duty of confidentiality with respect to the Client’s information.

- 7.3. The processing of personal data related to the provision of the Service shall be carried out in accordance with the Service Provider's Privacy Policy, which is available on the Platform.

8. USE OF THE WORK PRODUCT

- 8.1. The Work Product is prepared on the basis of the information provided by the Client and the laws and regulations in force at the time of the provision of the Service.
- 8.2. The Work Product is intended for use solely for the Client's needs and only for the purpose specified in the relevant service description or the Offer.
- 8.3. The Service Provider shall not be liable for the use of the Work Product for purposes other than those for which it was prepared or for its use in the interests of third parties.
- 8.4. The Client agrees and acknowledges that the Work Product, including all documents prepared in the Client's interests and upon the Client's instruction, constitutes a work protected by copyright within the meaning of the Copyright Law, and that the economic rights to the Work Product belong to the Service Provider, unless the Parties have agreed otherwise in writing.
- 8.5. Upon delivery of the Work Product to the Client, the Service Provider grants the Client a non-exclusive, non-transferable licence to use the Work Product for the Client's needs and for the specific legal relationships for which the Work Product has been prepared, including submission to state or municipal authorities, courts or other persons, to the extent necessary to achieve the relevant purpose.
- 8.6. The use of the Work Product for other purposes, its reproduction, distribution, or transfer to third parties beyond the scope provided in this section, without the prior written consent of the Service Provider, is not permitted.

9. CONSUMER RIGHT OF WITHDRAWAL

- 9.1. If the Client is a Consumer, the Consumer has the right to withdraw from the Agreement (exercise the right of withdrawal) within 14 (fourteen) days without giving any reason. The withdrawal period shall be calculated from the date of conclusion of the Contract.
- 9.2. To exercise the right of withdrawal, the Consumer shall submit to the Service Provider an unequivocal statement of the exercise of the right of withdrawal by sending it to the Service Provider's email address info@lexsilent.lv. The Consumer may use the withdrawal form published on the Service Provider's Platform, but its use is not mandatory.
- 9.3. The Service Provider shall, no later than 14 (fourteen) days from the day on which the Consumer's notice of withdrawal is received, refund to the Consumer all payments received from the Consumer for the respective Service. The refund shall be made using the same means of payment as used by the Consumer for the initial transaction, unless the Consumer has expressly agreed otherwise.
- 9.4. The Consumer shall not have the right to withdraw if the Service has been fully performed and the provision of the Service has commenced with the Consumer's prior express consent and the Consumer has acknowledged that they will lose the right of withdrawal upon full performance of the Service.
- 9.5. If the Consumer has requested the commencement of the provision of the Service during the withdrawal period and subsequently exercises the right of withdrawal, the Consumer shall pay the Service Provider an amount which is proportionate to the Service actually provided up to the moment of exercising the right of withdrawal in relation to the total scope of the Service under the Contract.

10. VALIDITY AND TERMINATION OF THE TERMS

- 10.1. These Terms shall apply to each Service ordered via the Platform or based on an Offer sent by the Service Provider and shall remain in force until the Parties have fully performed their obligations in relation to the respective Service.
- 10.2. Each Party shall have the right to unilaterally withdraw from the Contract at any time by giving written notice to the other Party at least 30 (thirty) days in advance.
- 10.3. Notwithstanding the above, each Party shall have the right to unilaterally withdraw from the Contract with immediate effect by giving written notice to the other Party if:
 - 10.3.1. during the performance of the Contract, international or national sanctions have been imposed in respect of the other Party, its beneficial owner, or a person or transaction related to the Service, including sanctions of the U.S. Office of Foreign Assets Control (OFAC), European Union sanctions, or sanctions imposed by a member state of the North Atlantic Treaty Organization (NATO), and the further performance of the Contract is not possible or may create legal risks for the Party;
 - 10.3.2. insolvency proceedings or legal protection (restructuring) proceedings have been initiated in respect of the other Party, or the other Party is in liquidation;
 - 10.3.3. the performance of the Contract becomes impossible or contrary to the requirements of applicable laws and regulations;
 - 10.3.4. other circumstances arise that objectively render the further performance of the Contract impossible or unlawful.
- 10.4. In the event of termination of the Contract, the Parties shall settle accounts for the part of the Service actually provided. If the provision of the Service has not been commenced, the Service Provider shall refund the Price paid by the Client in full. In other cases, the Service Provider shall refund the Price paid by the Client for the part of the Service not actually provided, except where such refund is not permitted under applicable laws and regulations, including sanctions regulations.
- 10.5. Termination of the Contract shall not release the Parties from the obligation to perform obligations which, by their nature, continue to remain in force after termination of the Contract, including confidentiality and liability provisions.
- 10.6. If the Client is a Consumer, unilateral withdrawal from the Contract shall not affect the Consumer's rights provided for under applicable laws and regulations.

11. DISPUTE RESOLUTION

- 11.1. All disputes and disagreements arising out of or in connection with these Terms shall be settled by the Parties through mutual negotiations.
- 11.2. If the dispute cannot be resolved through negotiations, it shall be settled in a court of the Republic of Latvia in accordance with the laws and regulations of the Republic of Latvia, excluding conflict-of-law rules. If the Client is a Consumer, the dispute shall be heard by a court at the Consumer's declared place of residence in accordance with the provisions of the Civil Procedure Law.
- 11.3. If the Client is a Consumer, the Client has the right to apply to the Consumer Rights Protection Centre (<https://www.ptac.gov.lv/en>).
- 11.4. These Terms and the legal relationships arising therefrom shall be governed by the substantive law of the Republic of Latvia.

12. FINAL PROVISIONS

- 12.1. The Service Provider shall have the right to unilaterally amend these Terms by publishing the updated version of the Terms on the Platform.
- 12.2. The Service Provider shall inform the Client of material amendments to the Terms by publishing a notice on the Platform or by sending it to the Client's indicated email address no later than 15 (fifteen) days prior to the entry into force of the respective amendments.

- 12.3. Amendments to the Terms shall apply only to Services ordered after the entry into force of the respective amendments and shall not affect already concluded Contracts or the terms applicable thereto.
- 12.4. In the event of any inconsistency between these Terms, the Offer sent by the Service Provider to the Client, and the information about the Service published on the Platform, the Offer shall prevail, followed by these Terms. The information about the Service published on the Platform is indicative in nature.
- 12.5. All notices and communications between the Parties shall be made in writing using the Platform's communication tools or the email addresses indicated by the Parties. A notice shall be deemed received on the next business day after it has been sent. The recipient shall have the right to rebut this presumption by proving objective circumstances that, beyond the recipient's control, prevented the receipt of the notice within the specified time.
- 12.6. If any provision of these Terms is found to be invalid or unenforceable, it shall not affect the validity of the remaining provisions of the Terms. The Parties undertake to replace such provision with a legally valid provision that, to the greatest extent possible, corresponds to the purpose of the original provision.
- 12.7. These Terms are published on the Platform and are available to any user of the Platform.